

LIMITED REPLACEMENT WARRANTY

HUSKY® YELLOW GUARD®

Section 1 – Limited Replacement Warranty Coverage

Poly-America, L.P. (“Poly-America”) provides this Limited Replacement Warranty with HUSKY® YELLOW GUARD® vapor barrier film (“Film”) used in accordance with Poly-America’s installation instructions and all applicable local building codes and practices. This express Limited Replacement Warranty covers material failure defects in the Film for a period of twelve (12) months commencing on the date of delivery to the original purchaser and for which full payment has been made to Poly-America.

Section 2 – Exclusive Remedies and Claim Procedure

The sole remedy under this Limited Replacement Warranty shall consist of providing replacement Film for the defective Film. This Limited Replacement Warranty does not cover any other defects or failures resulting from any other cause, including but not limited to, warranty claims relating to workmanship. This Limited Replacement Warranty does not apply to any damage or defect in the Film resulting from factors outside the control of Poly-America including, but not limited to, war, catastrophe, prolonged exposure to sunlight (for over thirty days), or acts of God such as earthquakes, floods, piercing hail, or tornadoes. Furthermore, this Limited Replacement Warranty does not apply if Film is exposed to chemicals, damaged by any equipment or person, or subjected to excessive pressure or stress. Claims for any manufacturing defects in Film must be submitted, in writing, to Poly-America within thirty (30) days from the date the defect in the Film was actually discovered or the date the defect in the Film should have been discovered by reasonable diligence.

Section 3 – Limitations and Waiver of Consequential Damages and other Losses

Poly-America shall not be responsible for any labor for removal, installation, or repair of Film, lost revenue, profit, business interruption, loss of capital, or for special, indirect, consequential incidental, or punitive damages however caused and regardless of the theory of liability or whether arising out of the use or inability to use the or loss, including, without limitation, loss of profits or revenues, economic losses or loss of use, whether statutory or based on theories of contract or tort. **Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.**

Section 4 – Disclaimer of Warranty

EXCEPT AS SPECIFIED IN THIS LIMITED REPLACEMENT WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY POLY-AMERICA. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

Section 5 – Binding Arbitration

Poly-America, the original purchaser, and any subsequent purchase or user of the Film agree that any controversy arising with respect to the purchase of the Film or use thereof shall be resolved by binding arbitration in Dallas County, Texas in accordance with the laws of the State of Texas before a mutually agreeable arbitrator. The parties agree to waive any claims for punitive or exemplary damages. This arbitration agreement shall extend to all successors or heirs of both Poly-America and the original purchaser including, but not limited to, subsequent purchasers or users of the Film.

Section 6 – Severability

If any provision of this Limited Replacement Warranty is held to be illegal, invalid, or unenforceable under any applicable law, such provision shall be severed and a legal, valid, and enforceable provision that as closely as legally permissible represents the intent of the parties shall be substituted in place thereof. All other provisions in the agreement shall remain in full force and effect.